



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CITY 2 CITY REAL ESTATE SERVICES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing dealt with the tenants' application for dispute resolution under the Residential Tenancy Act (Act) for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlord and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

The tenant, the tenant's advocate, and the landlord's agent attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The Notice in this dispute was dated September 26, 2022, and listed an effective end of tenancy date of November 30, 2022. The tenant filed a copy of the 2 Month Notice.

At the beginning of the hearing, the agent said they had cancelled the Notice, but the tenant wanted to continue the hearing.

The tenant confirmed that he did not object to the Notice being withdrawn. The tenant, however, said that there were other issues, which were reflected in the tenant's evidence.

The tenants' other claim was an order requiring the landlord to comply with the Act, regulations, or tenancy agreement. In the application, the tenants wrote the following:

August 16, 2022 I met with (agent) at the property. He told me the owner wants more rent as property tax, insurance and interest rates had increased. He told me he would speak with the owner about the amount. On August 19th he texted me the owner wanted \$10,000 per month, a near 54% rent hike or else it's not worth it for them to continue to

rent to me. In previous conversations (agent) had said the owners would never live in the house. I was told I could stay only if I paid more.

[Reproduced as written except for anonymizing personal information to protect privacy]

I find there was nothing specific in the tenants' application to which the landlord had done that I could grant such an order to comply. The description appeared to be more of a defence of the 2 Month Notice.

The parties were informed that the monthly rent is set out in the written tenancy agreement, in this case, \$6,500, and it remains that amount until it is legally increased under Section 42 of the Act. The rent may only be increased through a notice of a rent increase on the Residential Tenancy Branch (RTB) approved form and increased in the allowed amount. As there is a written tenancy agreement, the tenant does not have to now sign any new tenancy agreements.

I found the text messages between the tenant and the landlord's agent filed in evidence by the tenant to be troubling. The agent clearly states to the tenant that the landlord wants \$10,000 for monthly rent on August 16, 2022, and the next month, the tenants were served the 2 Month Notice.

The landlord and agent are informed that they are to comply with their obligations under the Act, and may speak with staff at the RTB in the event they have questions about those obligations.

For the reasons set out above, I find by mutual agreement of the parties, the Notice dated September 26, 2022, with an effective vacate date of November 30, 2022, is withdrawn.

I find the tenants' request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement set out insufficient particulars and I declined to consider that request. However, the landlord's agent was provided information in the hearing.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 20, 2023